

1 Dylan B. Carp (State Bar No. 196846)
2 Travis Raymond (State Bar No. 268543)
3 Jackson Lewis LLP
4 199 Fremont Street, 10th Floor
5 San Francisco, California 94105
6 Telephone: (415) 394-9400
7 Facsimile: (415) 394-9401
8 E-Mail: carpd@jacksonlewis.com

9 Mia Farber (State Bar No. 131467)
10 Jackson Lewis LLP
11 725 South Figueroa Street, Suite 2500
12 Los Angeles, California 90017-5408
13 E-Mail: farberm@jacksonlewis.com

14 Attorneys for Defendant
15 MILGARD MANUFACTURING INCORPORATED

16 UNITED STATES DISTRICT COURT

17 NORTHERN DISTRICT OF CALIFORNIA

18 JOHN FOUTS, an individual,
19 Plaintiff,
20 v.
21 MILGARD MANUFACTURING
22 INCORPORATED, a Washington
23 corporation, and DOES 1-25, inclusive,
24 Defendants.

25 **CASE NO.: C 11-06269 HRL**

26 **DECLARATION OF DYLAN B.
27 CARP IN SUPPORT OF
DEFENDANT MILGARD
MANUFACTURING
INCORPORATED'S MOTION TO
COMPEL ARBITRATION**

28 Complaint Filed: July 29, 2011

29 I, Dylan B. Carp, declare that:

30 1. I am an attorney at Jackson Lewis LLP, counsel for Defendant Milgard Manufacturing,
31 Inc. ("Milgard"). I make this declaration in support of Milgard's Motion to Compel Arbitration. The
32 facts set forth herein are true of my own personal knowledge and, if called and sworn as a witness, I
33 could and would competently testify thereto.

34 2. On May 7, 2010 counsel for Plaintiff John Fouts sent a demand letter to Milgard asserting
35 claims for disability discrimination and failure to accommodate his alleged disability, among others.

36 3. On July 22, 2010 Milgard's counsel sent a responsive letter demanding Plaintiff
37 comply with the Agreement.

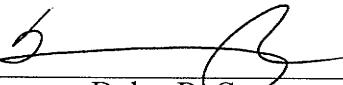
1 4. On August 3, 2010, Plaintiff demanded mediation “[p]ursuant to the Dispute
2 Resolution Policy...of disputes between the company and [Plaintiff] as set forth in detail in my
3 correspondence dated May 7, 2010.” A true and correct copy of the letter is attached to this
4 declaration as Exhibit A.

5 5. On December 14, 2010, the parties mediated Fouts’ claims asserted in his demand
6 letter. The parties agreed to use a mediator unaffiliated with AAA. Milgard paid for all of the
7 expenses and fees for the mediator. The parties failed to resolve the dispute at mediation.

8 6. On January 13, 2012, Milgard through counsel requested Plaintiff to dismiss this
9 action in favor of binding arbitration. However, Plaintiff refused to do so.

10 I declare under penalty of perjury under the laws of the United States of America that the above
11 is true and correct.

12 Dated: February 14, 2012


Dylan B. Carp

13 4837-7776-3086, v. 1

EXHIBIT A



Reply to:

Rhonda D. Shelton, Esq.
E-mail: rshelton@sbllp.com

August 3, 2010

Mia Farber
Jackson Lewis
725 South Figueroa Street, Ste. 2500
Los Angeles, CA 90017

Re: Fouts v. Milgard
Our File No.: 20411.001

Dear Ms. Farber:

Pursuant to the Dispute Resolution Policy with which you provided me under cover dated July 22, 2010, please allow this correspondence to serve as a request for mediation of disputes between the company and John and Carol Fouts as set forth in detail in my correspondence dated May 7, 2010.

I look forward to your prompt response.

Very truly yours,

SHAPIRO BUCHMAN PROVINE LLP

A handwritten signature in black ink, appearing to read 'R. D. Shelton'.

Rhonda D. Shelton

RDS;rs
cc: Clients